

RFP No. 20-R074548BLS
DEBRIS MANAGEMENT SERVICES
AND EMERGENCY RESPONSE
MANAGEMENT AND RECOVERY
SERVICES
(990-60)
SEPTEMBER 29, 2020

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

REQUEST FOR PROPOSALS No. 20-R074548BLS

DEBRIS MANAGEMENT SERVICES AND EMERGENCY RESPONSE MANAGEMENT AND RECOVERY SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Debris Management Services and Emergency Response Management and Recovery Services, as specified in this Request for Proposals to include regulated and executed services in the manner prescribed by the Federal Emergency Management agency (FEMA) and Florida Department of Transportation (FDOT).

DATE, TIME AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **October 29, 2020 at 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Proposer's name and location will be read aloud. Proposers or their representatives may attend the opening virtually by accessing the link below. No review or analysis of the Proposals will be conducted at the Virtual Bid Opening.

<https://manateecounty.zoom.us/j/82595180205>

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposal.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is **October 14, 2020 at 3:00 PM ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT:

Bonnie Sietman, Procurement Team Leader – Services
(941) 749-3046, Fax (941) 749-3034
Email: bonnie.sietman@mymanatee.org

Manatee County Financial Management Department, Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **October 29, 2020 at 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.02 PUBLIC OPENING OF PROPOSALS

Sealed proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Interested parties may attend the proposal opening.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the proposal opening.

A.03 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office[®] or Adobe

Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP NO. 20-R074548BLS, Debris Management Services and Emergency Response Management and Recovery Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.04 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce, the Manasota Black Chamber of Commerce, Gulf Coast Builder's Exchange and BidSync of all active solicitations, who then distributes the information to its members.

A.06 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party distribution system, addenda will also be posted on the third-party distribution system on the 'Planholders' link.

All addenda are a part of the RFP and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.07 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews / presentations / demonstrations, including travel, will be the sole responsibility of the Proposer.

A.08 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.09 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP, such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.10 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained, and the unopened proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

A.11 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.12 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition

includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract / purchase order. This requirement ends upon final execution of the contract / purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.13 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.14 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

A.15 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.16 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and

responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.17 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.18 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. NO. 59-78-0089K; Florida Sales Tax Exempt Cert. NO. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and / or materials furnished under the award in accordance with all applicable laws and regulations.

A.19 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.20 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.21 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and / or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who / which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official,

establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Attachment C and submit with its Proposal.

A.23 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.24 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.25 MINORITY AND / OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Contractor Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at

https://www.dms.myflorida.com/agency_administration/office_of_Contractor_diversity_osd/get_certified.

A.26 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods / services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of

public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIANOCE@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.27 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.

- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.29 E-VERIFY

Prior to the employment of any person under this contract, the successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.30 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and / or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI / PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and / or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.32 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and / or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.33 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County

Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.34 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.35 PURCHASING COOPERATIVE

It is the intent of this RFP to include requirements and to obtain proposals on behalf of Manatee County. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain goods and services utilizing the terms, conditions and pricing of this RFP. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other public agencies utilizing this RFP and any resulting contract or purchase order.

A.36 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Information Conference has been scheduled for this solicitation	N/A
Question and Clarification Deadline	October 14, 2020 at 3:00 PM., ET
Final Addendum Posted	October 16, 2020
Proposal Due Date and Time	October 29, 2020 by 3:00 PM., ET
Technical Evaluation Meeting	TBD
Technical Evaluation Meeting	TBD
Interviews / Demonstrations / Presentations; if applicable	TBD
Final Technical Evaluations	TBD
Projected Award	TBD

END SECTION A

RFP No. 20-R074548BLS
SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria.

The committee may final rank Proposals without conducting interviews, presentations, and / or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all of the information requested in this RFP and reflects Proposer’s best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview / presentation / demonstration, feedback received from Proposer’s references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Weight
Proposer & Team's Experience / Ability / Background	25
Capacity	25
Approach	10
Fee Proposal	20
Past Performance / References	20

B.03 CLARIFICATIONS / INTERVIEWS / PRESENTATIONS / DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c)

understanding of the proposal submitted. Additional information and / or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and / or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this ‘short-list’ of proposals will be invited to meet with the committee. Proposers should make arrangements to attend the interviews, presentations and / or demonstrations if invited. The interviews, presentations and / or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank proposals without conducting clarifications, interviews, presentations and / or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

B.05 RANKING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County’s requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list Proposers to be further considered in oral interview / presentation / product demonstrations,
- c. Recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT
RFP No. 20-R074548BLS

C.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work / services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement in a form and with the terms and conditions contained in Exhibit 4, Sample Agreement, attached hereto. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The term of the Agreement shall be for a period of five years.

C.05 AWARD

The County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be

false, Proposer will be subject to suspension and / or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Procurement Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
RFP No. 20-R074548BLS**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Website Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official Date

ATTACHMENT B, PROPOSAL SIGNATURE FORM
RFP No. 20-R074548BLS

The undersigned represents that:

- (1) by signing the proposal, that he / she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer's information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Web Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Officer Date

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
RFP No. 20-R074548BLS**

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE, SECTION 2-26 ARTICLE V,

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by _____.
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

_____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a County contract for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

Signature of Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__ by _____
_____. Personally known OR Produced the following
identification

[Type of identification]

Notary Public Signature

My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT D, INSURANCE REQUIREMENTS
RFP No. 20-R074548BLS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- Worker's Compensation Insurance
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ 2,000,000 General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the

person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$500,000 Each Occurrence Property and Bodily Injury (25 feet or less)
- \$1,000,000 Each Occurrence Property and Bodily Injury (26 feet and over)
- \$1,000,000 General Aggregate (25 feet or less)
- \$2,000,000 General Aggregate (26 feet and over)
- \$ Fire Damage Liability
- \$5,000 Medical Expense (25 feet or less)
- \$10,000 Medical Expense (26 feet and over)
- \$300,000 Third Party Property Damage (25 feet or less)
- \$500,000 Third Party Property Damage (26 feet and over)
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers. In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.

4. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 5. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 6. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- V. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENT D, INSURANCE STATEMENT
RFP No. 20-R074548BLS

THE UNDERSIGNED has read and understands the aforementioned insurance to any agreement resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature (Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Proposer must fully complete and return this form with its Proposal.

**ATTACHMENT E
SPECIAL PROVISIONS – FEDERAL GRANTS**

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the County and the County shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension,’’ and Homeland Security’s regulations at 2. C.F.R. Part 3000 (Nonprocurement, Debarment and Suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- c) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds

that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- d) **Procurement and Recovered Materials** – If awarded, successful Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- e) **Program Fraud and False or Fraudulent Statements or Related Acts** – The successful Proposer must acknowledge of and compliance with 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- f) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
 - 1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 - 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 - 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 - 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 - 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- g) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
 - 1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 - 3. The cost plus a percentage of cost method will not be used.

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**FORM 1
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
RFP No. 20-R074548BLS**

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the County and the County shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Firm Name (print)

Signature

Date

Printed Name and Title

Proposer must fully complete and return this form with its Proposal.

**FORM 2
DEBARMENT AND SUSPENSION
RFP No. 20-R074548BLS**

By signing below, Proposer confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

Furthermore, this certification is a material representation of fact relied upon by Manatee County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Manatee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder/Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Bidder/Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature	Date
-----------	------

Printed Name and Title

Printed Firm Name

Proposer must fully complete and return this form with its Proposal.

FORM 3
BYRD ANTI-LOBBYING AMENDMENT
RFP No. 20-R074548BLS

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

Signature

Date

Printed Name and Title

Printed Firm Name

Proposer must fully complete and return this form with its Proposal.

FORM 4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFP No. 20-R074548BLS

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. _____

Address. _____

County . _____

State . _____

Zip. _____

Signature

Title

Printed Name

Date

Proposer must fully complete and return this form with its Proposal.

EXHIBIT 1, SCOPE OF SERVICES
RFP No. 20-R074548BLS

1.01 GENERAL PROVISIONS

The contract awarded under this Request for Proposal shall be for any and all pertinent services within Manatee County. Contracted services will be secured by a Work Assignment with the appropriate department coordinating the event.

Not all emergencies will be eligible for federal financial assistance, but where it is possible, services provided under this contract will be provided in compliance with all federal requirements and regulations. All regulations, requirements and specifications listed in this Scope of Services reflect the applicable Federal Emergency Management Agency (FEMA) guidelines for debris removal current at the time of issuance. Any changes to the guidelines will supersede those listed in this document.

1.02 ENVIRONMENTAL EMERGENCIES

The County may experience emergency situations outside of a storm-related event that would necessitate the removal of deceased sea-life, vegetative debris and animals that pose a threat to the life, safety, health or welfare of the community. Such events include but are not limited to algal blooms such as Red Tide, oil spills, etc.

Services performed under the contract element will be compensated using Fee Schedule.

Under the contract, work will consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove materials as identified by the County.

The designated work area will be identified by the Parks and Natural Resources, or other coordinating department Representative. The Representative may also authorize the Contractor to perform debris removal on non-County maintained properties or private properties as directed in writing.

1.03 STRUCTURAL DEMOLITION

The County may experience emergency situations outside of a storm-related event that would necessitate the demolition of structures that pose a threat to the life, safety, health or welfare of the community. Such events include but are not limited to tornadoes, fires, earthquakes, acts of domestic or foreign terrorism, large scale accidents, etc. Not all emergencies will be eligible for federal financial assistance, but where it is possible services provided under this contract will be provided in compliance with all federal requirements and regulations.

Services performed under the contract element will be compensated using Fee Schedule.

Under the contract, work will consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to demolish structures identified by the County and removal of the resulting debris.

The designated structures for demolition will be identified by the appropriate representative from the Building and Development Services Department. The Representative may also authorize the Contractor to perform debris removal on non-County maintained properties or private properties as directed in writing.

1.04 DECLARED STORM EVENT

The awarded Contractor must be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Contractor must have the resources to provide the equipment and personnel necessary to cover a major disaster.

Before work begins, the County must issue an electronic Notice to Proceed. Within twenty-four (24) hours of receiving the electronic Notice to Proceed, the Contractor will have worked with the County Contract Manager to establish a timeline for complete mobilization and activation of the Debris Management Plan.

Under the contract, work will consist of coordinating and mobilizing an appropriate number of cleanup crews, as agreed upon by the County's Contract Manager. Work will also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Contract Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include but not be limited to:

- 1) Examining debris to determine whether or not debris is eligible;
- 2) Loading the debris;
- 3) Hauling debris to County approved Temporary Debris Storage and Reduction (TDSR) site, County approved Final Disposal Sites or both;
- 4) Reducing disaster related debris, not exclusive to vegetative;

- 5) Hauling reduced or non-reduced debris to a County approved Final Disposal Site; and
- 6) Disposing of reduced or non-reduced debris at a County approved Final Disposal Site.

Debris not defined as eligible by FEMA Publication 325, state or federal DSGs or policies will not be loaded, hauled or dumped under the contract unless written instructions are given to the Contractor by the County Contract Manager. If the County determines that ineligible debris was removed/disposed of by the hauler and their actions, Contractor will be responsible for payment of this material. It will be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Contract Manager in writing.

Services performed under the contract element will be compensated using Fee Schedule.

Under the contract, work will consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related debris existing on the County Right-of-Ways (ROW), except for certain situations, to a County approved TDSR or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

The County Contract Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

All debris identified by the County Contract Manager must be removed. The number of complete passes the Contractor must conduct through the County is at the discretion of the County Contract Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County's authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, must be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW must be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the County Contract Manager in writing.

For completion of any pass, loose leaves and small debris including Construction and Demolition (C&D) in excess of ½ cubic yard must be removed within the designated area. No debris will be left on the road surface. No single piece of debris larger than six (6) inches in any dimension will be left at the point of collection.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

1.05 SCOPE OF SERVICES

Not all sections will apply under every emergency situation and will be evaluated as events occur. Scope of services under the contract includes, but is not limited to:

A. Debris Removal

- 1) For the purposes of the contract, eligible debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- 2) Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-Regulated Asbestos Containing Material (RACM) structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- 3) Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- 4) Removal of eligible debris existing in the County will be performed as identified by the County Contract Manager.
- 5) Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved TDSR or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 6) All eligible debris will be removed from ROW. ROW will be cleaned up and damage documented from each location before proceeding to the next location unless directed otherwise by the County's authorized representative.
- 7) Entry onto private property for the removal of eligible hazards will only be permitted when directed by the County's authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.
- 8) The Contractor must provide traffic control as conditions require or as directed by the County Contract Manager.
- 9) Large debris that cannot be handled by standard debris operations may require the use of low boy trailers or other specialized equipment. Prior to utilizing this equipment, Contractor must receive County approval. This material may be removed at a later date.

- 10) Final Disposal Sites will vary based on the circumstances at the time. It may be necessary to consolidate and reduce all types of debris prior to reaching final destination. Contractor must be able to reduce all types of debris and consolidate when final disposal exceeds thirty (30) miles for all types of debris if determined to be necessary by the County.

B. TDSRs Management, Operations

- 1) Contractor is responsible for identifying and securing use of alternative debris staging sites should County owned sites be unavailable.
- 2) All sites must be thoroughly photographed as to identify conditions prior to usage and again upon closure to ensure appropriate remediation.
- 3) The management of TDSRs includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP). The Contractor will also be responsible for any and all costs associated with third-party groundwater and soil testing or wildlife surveys.
- 4) Contractor is responsible for operating the TDSRs in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- 5) Debris at TDSRs will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of services items), program (ROW collection, private property debris removal, etc.) and applicants.
- 6) All un-reduced disaster debris must be staged separately from reduced debris at the TDSRs.
- 7) Maintaining the TDSR approach and interior roads for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- 8) Contractor is responsible for all associated costs necessary to provide TDSRs utilities such as, but not limited to, water, lighting and portable toilets.
- 9) Contractor is responsible for all associated costs necessary to provide TDSRs traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- 10) Contractor is responsible for all associated costs necessary to provide TDSRs dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

- 11) Contractor is responsible for all associated costs necessary to provide TDSRs fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site superintendent, while the site is in operation.
- 12) Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services.
- 13) Contractor is responsible for providing twenty-four (24) hour TDSRs security which must include fencing and gates. Contractor is responsible for the installation and removal of all security measures.
- 14) Contractor will only permit Contractor vehicles and others specifically authorized by the County's authorized representative on sites.
- 15) Contractor shall provide towers (elevated platforms) from which the County's authorized representative can make volumetric load calls.
- 16) Grinding of debris must occur at a minimum every seven (7) days to avoid the accumulation of unnecessary materials that effect the day-to-day operations of the site.
- 17) The County reserves the right to inspect TDSR, verify quantities and review operations at any time.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

C. Haul-Out of Reduced Debris to a County Approved Final Disposal Site

- 1) The Contractor shall provide the name, address and permit number of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- 2) The Contractor shall not use any disposal facility without the written consent of the County Contract Manager. All costs and fees associated with the disposal of debris will be reviewed for reasonableness by the County Contract Manager prior to issuing any such authorization.
- 3) The Contractor shall provide a sufficient number of debris site towers and certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County will make the sole

determination of excessive wait times. To the extent that the County determines that additional towers or scales are required, additional towers must be operational within forty-eight (48) hours of the County's request and certified scales must be operational within five (5) business days of the County's request.

- 4) At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- 5) The Contractor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County Approved Final Disposal Site.
- 6) Contractor will be responsible for reduction of all reducible debris and for maximum capacity loading of all vehicles necessary to haul out reduced or unreduced debris.
- 7) Haul-Out of debris must occur per FEMA regulation but at a minimum every seven (7) days to avoid the accumulation of unnecessary materials that effect the day-to-day operations of the site and to reduce fire hazards.

D. Removal of Hazardous Leaning Trees and Hanging Limbs

- 1) Eligible hazardous trees will be identified by the County's authorized representative for removal. Removal of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Contract Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the County Contract Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - a) The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety;
 - b) Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed;
 - c) The tree has a split trunk that exposes heartwood.
- 2) Eligible hazardous hanging limbs will be identified by the County's authorized representative for removal. Removal of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Contract Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Contract Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- a) The limb is greater than two (2) inches in diameter;
- b) The limb is still hanging in a tree and threatening a public-use area;
- c) The limb is located on improved public property.

E. Removal of Hazardous Stumps

Services performed under the contract element will be compensated using Fee Schedule.

Under the contract, work will consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the County ROW. The Contractor will be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved TDSR or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the most current published FEMA stump conversion table and removed under the terms and conditions Scope of Services.

- a. Eligible hazardous stumps will be identified by the County’s authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Contract Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Contract Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - 1. Fifty percent (50%) or more of the root ball is exposed;
 - 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services. Stumps with less than fifty percent (50%) of the root ball exposed must be flush cut to the ground. The stump portion of the tree will not

be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table.

Stumps must only be collected after the monitoring firms and the Contractor documents and performs the following:

1. **Location** - Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations;
2. **Size** - Measure and record the diameter of the stump to be removed at the appropriate location;
3. **Marking** - Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint;
4. **Stump Worksheet** - Hazardous Stump Worksheet provided by the monitoring firms will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.), 3) stump number, 4) size of stump, 5) date.

The unit stump price will be all inclusive to include but not limited to stump extraction, stump cavity filling with compacted soils and installation of seed or sod, stump hauling, and stump reduction.

Non-hazardous unit stump price, is used for stumps marked in red paint left after all eligible debris has been removed, must be all inclusive to include stump extraction, stump cavity filling with compacted soils and installation of seed or sod, stump hauling, and stump reduction. Haul-out tickets must be clearly marked “non-eligible”.

F. White Goods Debris Removal

White goods containing refrigerants must first have such refrigerants removed by the Contractor’s qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida but are accepted for recycling.

- 1) The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

- All white goods containing food items must be decontaminated in accordance with local, state and federal law prior to recycling.
- 2) The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - 3) Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a final disposal site other than the Lena Road Landfill.

G. Household Hazardous Waste (HHW) Removal, Transport, and Disposal

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW must be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW Class I landfill other than the Lena Road Landfill.

H. E-Waste Removal

Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

I. Navigable Waterways, Stormwater Ponds, Canals, Ditches

The removal, transportation and disposal of eligible debris in navigable waterways, stormwater ponds, canals, ditches and any other area of accumulated water where stormwater flow is inhibited shall be coordinated through the Public Works Department, Stormwater Division under a separate Work Assignment. Open waters such as the Gulf of Mexico, rivers, bays, connecting canals, etc. are handled per FEMA regulations in coordination with the appropriate regulatory agency.

J. Abandoned Vehicle Removal

The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

K. Abandoned Vessel Removal

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

L. Dead Animal Carcasses

Contractor shall coordinate activities with the Manatee County Animal Services Division and the Manatee County Health Department for lawful disposal of dead animal carcasses from the ROW. Services performed under the contract element will be compensated using Fee Schedule.

M. Other Debris Removal Work; Conflict of Interest

Neither the Contractor nor any subcontractors may solicit work or allow themselves to be solicited for work from private citizens or others to be performed in the designated work areas during the term of the contract.

N. Description of Designated Areas

The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Contract Manager may also authorize the Contractor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Contract Manager.

If the Contractor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement, the load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Contractor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

1.06 NOTICE TO PROCEED

The County will issue an official electronic Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed will be sent via email and

followed by regular mail. Under no circumstances will the County be liable for any services rendered unless the electronic Notice to Proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the electronic Notice to Proceed. The clock starts once the electronic Notice to Proceed has been sent.

1.07 CHANGES IN SCOPE OF SERVICES

The County may request changes in the scope of services to be performed. Such changes, including increase or decrease in compensation, must be mutually agreed upon and incorporated by written amendment to the contract.

1.08 SAFETY

The Contractor will be solely responsible for maintaining safety at all work sites including TDSRs and debris collection sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to TDSRs and debris collection sites. All debris removal crews must be initially trained on safety measures and must continue to receive a minimum of thirty (30) minutes of safety training per week for the duration of the event. Safety at TDSRs and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met, and a safety officer assigned to the project for the duration of the contract.

1.09 PROJECT MANAGER

The Contractor shall provide a project manager to the County that has had experience in a minimum of two (2) disaster debris management events in the same capacity. The Project Manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The Project Manager will have mandatory daily meetings with the County Contract Manager or County's authorized representative. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Project Manager shall ensure that adequate superintendents/foremen are in place and able to oversee debris removal crews. Project Manager will also make sure that enough representation is on hand to handle all damage/incident cases. After notification by the County, Project Manager will have twenty-four (24) hours to have a Contractor representative contact a resident or explain to the County why they were unable to do so, and to have a plan for repairs. Project Manager or County will be responsible for answering all questions from residents, all field operators should forward any questions to one of these two. Frequency of meetings may be adjusted by the County Contract Manager. The Contractor's Project Manager must be available twenty-four (24) hours a day, or as required by the County Contract Manager. All authorized communications given to the Project Manager by the County, and all contract-related decisions made by the Project Manager, will be binding to the Contractor.

1.10 EQUIPMENT

- 1) All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 2) All trucks and other equipment must be operational and without leaks. Upon any leak or spill, work must immediately cease, and an absorption kit utilized to remediate the area. (Absorption kits must be on every vehicle.)
- 3) Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representative prior to its use by the Contractor. The County's authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- 4) Debris must be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed must be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved TDSR or a County approved Final Disposal Site. All trucks and open vehicles must be appropriately tarped per FDOT standards.
- 5) Trucks or equipment designated for use under the contract must not be used for any other work. The Contractor shall not solicit work from private citizens during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract. Failure to abide may result in a suspension of the violating truck, crew, or subcontractor.
- 6) Equipment used under the contract must be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the County Contract Manager.
- 7) Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Contract Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- 8) Contractor shall ensure that sufficient equipment is available for the debris removal operation. If the County determines that not enough equipment has been furnished to complete the task in a timely manner or the agreed upon numbers, the Contractor will

be required to increase the available equipment and type of equipment and face penalties.

- 9) Contractor or subcontractor equipment must have signage, whether magnetic or sticker type, adorning the work vehicles that is visible on both sides of equipment, that can clearly be read from 75' away, which identifies Contractor.

1.11 TRAFFIC CONTROL

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSRs and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work must be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items must be immediately corrected by the Contractor. No further work will take place until the deficiency is corrected. Neither the County Contract Manager nor the County's authorized representative will sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. These requirements are to be considered as minimum and the Contractor's compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

1.12 SUBCONTRACTORS

The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.

The County may, at its discretion, limit the number of subcontract firms' workers under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

In its proposal to the County, the Contractor will provide information as to what percentage of work described in this solicitation will be subcontracted.

1.13 CONTRACTOR STAFFING REQUIREMENTS

The Contractor presents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the contract. Such personnel must not be employees of or have any contractual relationship with the County.

All of the services required under this solicitation must be performed by the vendor or under its supervision, and all personnel engaged in performing the services must be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

1.14 RAPID RESPONSE CREW

The Contractor will be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Contract Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority and may not be in proximity to where crews are working at that moment.

1.15 WORK HOURS

The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week if necessary and upon direction of the County Contract Manager only. Adjustments to work hours, as local conditions may dictate, will be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at TDSR locations on a twenty-four (24) hour, seven (7) days a week basis. ROW work is permitted only during daylight hours, unless approved in writing by County Contract Manager. No work will be performed on the following holidays without prior approval of the County Contract Manager:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Additional time off must be agreed to by the Contractor and County.

1.16 TIME OF COMPLETION

The services will commence upon electronic Notice to Proceed from the County Manager or designee, and the project must be completed in accordance with the project schedule.

To prevent penalties, Contractor must submit to and have approval by the County Contract Manager any foreseen changes to the timeline.

1.17 DAMAGE – CONTRACTOR OR SUBCONTRACTORS

All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, backflow assemblies, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, turf, docks, seawalls and vessels must be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Contract Manager. Any invoices submitted to the County including but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, will be the responsibility of the Contractor. Repairs, or receipt of repairs, must be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished. Each invoice must clearly identify the area/zone in which work was being conducted. If the Contractor fails to repair any damaged property, the County may have the work performed and charge (actual cost to repair) the Contractor.

The Contractor will be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor's equipment or personnel at no additional cost to the County. If the Contractor does damage to a County sign or other property owned by the County, it will be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County will repair the items and deduct the associated cost from the amount due the Contractor. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

All road work repairs must be coordinated with the Public Works Department to ensure appropriate standards are met.

Damage (actual cost to repair) will be repaired within forty-eight (48) hours unless a longer time is authorized by the County Contract Manager and a written report submitted to the County Contract Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

Upon written notice from the Contractor that the damage correction work is complete, the County, or designee will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made.

No retention will be released to the Contractor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor may petition the County in writing for a partial retainage release.

1.18 EXISTING UTILITIES

- 1) Some trees and debris that are to be removed under the contract may be blocked or entangled with overhead and underground power, telephone and television cables. In this case, it will be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments. Utility locator services should be used to eliminate any threat to underground utilities.
- 2) The Contractor will be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately-owned utilities will be the responsibility of the Contractor.

1.19 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided TDSR will be the property of the County until final disposal at a properly permitted disposal site. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category for convenience. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities will be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged waste is outside the scope of the contract unless specifically directed by the County. Collection of everyday solid waste is outside the scope of the contract.

Some events may produce more debris than the County, the TDSRs or final disposal sites can handle. Alternate solutions provided by the Contractor should be submitted to the County Contract Manager in writing. County will approve or deny in writing for alternate solutions to the Project Manager.

1.20 ENVIRONMENTAL PROTECTION

- 1) Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- 2) Contractors and subcontractors shall not perform maintenance on over-the-road equipment at TDSRs. Maintenance of equipment that typically remain at the TDSR (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDSR provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

- 3) The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- 4) The Contractor shall immediately report and document all incidents to the County Contract Manager or the authorized representative that affect the environmental quality of TDSRs such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- 5) The Contractor must notify the County regarding any fluid or chemical spillage so that the County's authorized representative can review and approve of the cleanup.

1.21 DOCUMENTATION AND MEASUREMENT

- 1) Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- 2) All trucks used for collection and hauling of eligible debris from the County ROW to County approved TDSRs or County approved Final Disposal Sites must be measured (inside bed measurements) and certified for cubic yard volume by the County's authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and must clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Contract Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County's authorized representative each time it returns to work from other contracts or communities.
- 3) The Contractor is responsible for ensuring that all subcontractors maintain a valid driver's license and equipment legally fit for travel on the road.
- 4) Load tickets will be provided by the County's authorized representative for recording volumes of debris removal. Illegible Load & Unit Rate tickets will not be paid.
 - Each ticket must be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. The Contractor is responsible for ensuring all load tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County's authorized representative name and signature. No payment will be made by the County for incomplete or illegible load tickets submitted for payment.
 - Load tickets will be issued by the County's authorized representative at the collection site. The County's authorized representative will complete the

applicable portion of the load ticket and provide the necessary copies to the vehicle operator. Upon arrival at the TDSR or County approved Final Disposal Site, the vehicle operator will present the copies of the load ticket to the monitor on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County's authorized representative present at the TDSR or County approved Final Disposal Site. The County's authorized representative will validate, enter the estimated debris quantity and sign the load ticket.

- Loads of processed (e.g., chipped) debris being hauled from a TDSR to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the TDSR. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.
- The Contractor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

1.22 PAYMENT

- 1) Separate work assignments will be issued to separate County Department's based on the scope of services that is (are) authorized by the Department's representative. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, limbs/stumps, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.) and County Department.
- 2) The County's authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of services. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals.
 - Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.
- 3) Payment for final disposal costs such as tipping fees incurred by the Contractor at a County approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the County as a pass-through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County approved Final Disposal Site in order to be reimbursed.

- 4) If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. All supporting documentation must be included by invoice.
- 5) The County reserves the right to request other invoice documentation that may not be defined above in order to reconcile and approve the Contractor invoices.
- 6) For FEMA declared events:
 - Invoices must be submitted based on the applicable FEMA incident time periods as defined by FEMA during the disaster recovery period. The time periods impact the FEMA reimbursement percentage and must be adhered to.
 - Payment of invoices to Contractor will be based on the Payment Recommendation Report as provided by a County authorized representative. If such Payment Recommendation Report does not agree with the Contractor's invoice, only the amount of eligible expenses will be paid. The Contractor is required to resolve any differences between the Payment Recommendation Report and the Contractor's invoice. Any differences resolved that are deemed eligible for payment, should be submitted on a new invoice and include a description of the final resolution of the original differences identified.
- 7) Invoices must be submitted to the County's authorized representative on a bi-weekly basis (non-FEMA declared event only; see separate FEMA requirements above) unless otherwise directed by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. At a minimum, the invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records by the County or by an authorized County representative. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices will be forwarded by the County authorized representative to the County for payment.
- 8) A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor to public or private property.
- 9) No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- 10) The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of services. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors will be provided to the County prior to final retainage release.
- 11) Contractors must submit a final invoice within thirty (30) days of completion of scope of services. Completion of scope of services will be acknowledged, in writing, by the County Contract Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- 12) In the event any portion of this scope of services is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed eligible by FEMA or FHWA, unless the County otherwise agrees in writing.
- 13) The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of time established by FEMA in guidelines promulgated, modified and published by that agency. This specifically includes the requirements for the grant recipients (County) which shall be met by Contractor and shall continue after termination or completion of the performance of this contract. In the event litigation ensues, then Contractor shall retain all records under the contract for a period of seven (7) years after conclusion of the litigation, including any and all appeals.
- 14) Payment will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

1.23 FINAL PROJECT CLOSE OUT

Contractor is responsible to work with the County Contract Manager to ensure complete compliance with all reporting requirements.

1.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one Contractor to provide the debris services outlined in this proposal. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed through this proposal.

END EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS
RFP No. 20-R074548BLS

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFP and which Proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

2.02 PROPOSAL FORMAT

A. The contents of the Proposal package, submitted in hard copy, must include one bound original, two bound copy(s), and one electronic format copy. The contents of the Proposal package, if submitted electronically, must include one electronic format original.

NOTE: Electronic submissions should be submitted on a USB drive or compact disc in Microsoft Office® or Adobe Acrobat® PDF format **in one file** that includes all required TAB sections shown below in a continuous file. Do not submit proposal in separate files for each TAB section. Do not password protect or otherwise encrypt electronic submissions. For more information regarding submission of Proposals, refer to the Request for Proposals, Section A.03, Submission of Proposals.

B. TAB 1 – INTRODUCTION

Include the following in Tab 1 of the Proposal.

1. A cover page that identifies Proposer, the RFP by title and the RFP number.
2. An introductory letter/statement that describes your proposal in summary form (limit 2 pages).
3. A table of contents.

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposer meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Has an established business relationship with an FDEP permitted, or other out-of-state environmental protection agency permitted waste processing and/or recycling facilities.

Provide a copy of the waste processing and/or recycling facility permit, to include name, address and contact information for all the applicable environmental protection agencies.

3. Proposer must employ or subcontract with a minimum of two individuals who possess current valid CDL license with a HAZMAT endorsement for transport of hazardous materials issued by the Florida Department of Highway Safety and Motor Vehicles.

Provide the names of the two qualifying individuals and a copy of their CDL licenses (if this is sub-contracted no cdl license) issued by the Florida Department of Highway Safety and Motor Vehicles with HAZMAT endorsement.

4. The Proposer has provided debris management services and emergency response management and recovery services for at least five (5) Federal, State or Local (public sector) governmental entity clients since November 1, 2016. Provide the following contractual obligations information, within the State of Florida (if applicable), for the five (5) qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Current and Future Contract dates (Start/End)
- g) Component(s) of contract

5. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at:
<http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify

6. Proposer is not on the Florida Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify

7. Proposer is not on the Federal Excluded Parties (Convicted Vendor) List

No documentation is required. The County will verify

8. Proposer is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify

9. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Proposer must complete Attachment C and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law violation in the past five years.

10. If Proposer is submitting as a joint venture must file the required documents must be filed with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.

11. Proposer has no reported conflict of interests in relation to this RFP.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.

D. TAB 3 – FORMS

Provide the completed and executed Attachments included in this RFP in Tab 3.

NOTE – ONLY INCLUDE THOSE ATTACHMENTS / EXHIBITS THAT MUST BE RETURNED WITH THE PROPOSAL

1. Attachment A, Acknowledgement of Addenda
2. Attachment B, Proposal Signature Form
3. Attachment C, Public Contracting and Environmental Crimes Certification
4. Attachment D, Insurance Statement
5. Attachment E, Special Provisions – Federal Grants
 - Form 1, Clean Air and Federal Water Pollution Control Acts
 - Form 2, Debarment and Suspension
 - Form 3, Byrd Anti-Lobbying Amendment
 - Form 4, Minority / Women-Owned / Labor Surplus Firms' Participation

E. TAB 4 - TRADE SECRET

Pursuant to Section A.27, Trade Secrets, in Tab 4 identify any trade secret being claimed. **NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.** Proposer must submit purported trade secret information as follows:

1. Trade secret material must be segregated in a separate document, from the portions of the Proposal that are not being declared as trade secret. NOTE: Trade secret requests made after the Due Date and Time are not allowed.
2. Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
3. Proposer shall provide an additional hard copy and electronic copy of its proposal that redacts all designated trade secrets.

F. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer’s company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer’s W-9.
6. Contact information for Proposer’s corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties. Include the following:
 - a. Address
 - b. City, State, Zip
 - c. Phone
 - d. Number of years at this location
7. List of officers, owners and / or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer’s primary and secondary representatives during this RFP process to include the following information:
 - (a) Name
 - (b) Phone
 - (c) E-mail
 - (d) Mailing Address
 - (e) City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the

performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.

10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

G. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE

In Tab 6, provide details of Proposer and its team's experience to include the following:

1. Provide a summary of Proposer's background, size and years in business.
2. Provide Proposer's years of experience in debris management services and emergency response management and recovery services, preferably for other government agencies in Florida. Also include your firm's experience with FEMA, FDOT, and other Federal and State agencies' guidelines for debris removal and disposal activities.
3. Provide a narrative describing your approach to event planning.
4. Identify and include information regarding experience and qualifications of Proposer's key staff (e.g., project lead, managers, supervisors) to be assigned to the services. Include a resume for each with their full names, the name of the firm(s) for their current and previous employers, professional credentials (e.g., certifications and / or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed subcontractors to accomplish the work. Include the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to debris management services and emergency response management and recovery services.
6. Describe any significant or unique accomplishments or recognition received by Proposer or its subcontractors in previous similar services.
7. Provide a minimum of five client references, preferably any partnerships in Florida, for which Proposer has provided services, similar in scope as defined in this RFP, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone, fax number and contact email address
 - e. Brief description of all services provided (1-2 sentences)
 - f. Performance period (start/end dates)
 - g. Total dollar value of contract

H. TAB 7 – CAPACITY

In Tab 7, provide the following information regarding Proposer’s capacity for the provision of services.

1. Details of Proposer’s staffing resources by discipline and the number of personnel within each discipline.
2. If Proposer’s staffing resources includes subcontractors, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
3. A list of any pre-proposed final disposal and recycling sites to include name, address, contact information and proof of permitting.
4. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other.
5. Describe Proposer’s plans, policies, and/or strategies in which County citizens would receive consideration for employment and County suppliers of goods and services would be utilized.
6. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
7. An explanation, in general terms, of Proposers’ financial capacity to perform the scope of services. If Proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer’s business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County’s audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
9. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
10. Detail Proposer and any subcontractor’s current workloads and any projected changes to the workload within the next six months.

I. TAB 8 – APPROACH

In Tab 8, provide Proposer’s project approach to include the following:

1. A narrative of Proposer’s approach to project management and the provision of services.
2. Details of implementation plan and schedule for work specified.
3. A narrative that clearly demonstrates Proposer’s ability and willingness to meet response / schedule times and budget requirements.
4. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties, staff training and augmentation, and identify number of sessions.
5. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
 - b. How the Proposer physically plans on attending pre-scheduled meetings
 - c. How the Proposer plans on ensuring accessibility and availability during the term of the Contract
6. Proposer’s Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer’s proposed mitigation procedures for each item.
7. The County is deeply committed to respecting the environment. Include a detailed description of the Proposer’s safety plan to strategies to control the environment of the work site during on site operations (include information related to local and federal environmental regulating and permitting agencies).
8. Provide details of Proposer’s processes related to recruitment, hiring and retaining employees.
9. Provide specifications for all types of equipment proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
10. Provide types of technology used for the County’s services. Technology to include, but not limited to, drones, work progress mapping, report preparation and submission, invoicing, GIS mapping and electronic ticketing.
11. Provide a narrative describing your approach to technical support for reimbursement procedures.
12. Provide a narrative describing your approach to assisting in developing public information regarding recovery efforts.
13. Provide a list of equipment owned by your firm and dedicated to debris removal and recovery services. (Do not list rented or leased equipment or owned by your subcontractors unless a lease or contractual agreement is provided as proof of availability).
14. Describe the ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.
15. Describe your knowledge and experience with FEMA and insurance reimbursement rules and procedures.
16. Submit any other additional information which would assist the County in the evaluation of your proposal.

2.03 FEES PROPOSAL

Proposers should use the Fees form for submitting its Fees. Fees must be submitted as all-inclusive to provide debris management services and emergency response management and recovery services in accordance with FEMA and FDOT and requirements set forth in this RFP.

Submit one hard copy original of the Fees form in a separate envelope labeled 'Fees' with the Proposer's name clearly marked on the outside of the package.

END EXHIBIT 2

EXHIBIT 3, FEE SCHEDULE
RFP No. 20-R074548BLS

Item	Description	Rates
1	Cut and toss debris from roadway. At a minimum, a Cut and Toss Crew will consist of one (1) appropriate rubber-tired piece of equipment (including operator), two (2) chain saw operators with chain saws, and one (1) Superintendent with Vehicle.	\$ _____ Crew rate per hour
2	Loading and hauling vegetative debris from the right of way (ROW) or other loading site to a County approved Temporary Debris Staging and Reduction Site (TDSRS) or final disposal site. Price to include maintenance of traffic (MOT).	\$ _____ /cubic yard
3	Reduction of Vegetative Debris by grinding at the TDSRS.	\$ _____ /cubic yard
4	Reduction of Vegetative Debris by incineration at the TDSRS.	\$ _____ /cubic yard
5	TDSR Site Management - Including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, and staging of debris, furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous / toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced / stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS.	\$ _____ /cubic yard
6	Loading and hauling processed vegetative debris from the TDSRS to a County approved final disposal site.	\$ _____ /cubic yard
7	Loading and hauling Construction and Demolition (C&D) debris from the ROW or other loading site to a County approved disposal site (or TDSRS if necessary - price to include MOT).	\$ _____ /cubic yard
8	Loading and hauling C&D debris from the TDSRS to a County approved recycling / disposal facility.	\$ _____ /cubic yard
9	Tipping fees / final disposal costs shall be paid by Contractor and actual incurred cost shall be invoiced to the County for reimbursement.	Actual cost
10	Validated load hauled tickets for hazardous materials picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) or County approved disposal facility.	\$ _____ /55-gallon container
11	Validated load hauled tickets for hazardous materials picked up at a Temporary Disposal Storage and Reduction Site (TDSRS) and hauled to a County approved recycling/disposal facility.	\$ _____ /55-gallon container
12	Validated load hauled tickets for Dead Animal Collection picked up at the designated work zone, hauled to and dumped at a County approved disposal facility.	\$ _____ /ton

CONTRACTOR: _____

EXHIBIT 3, FEE SCHEDULE
RFP No. 20-R074548BLS

Item	Description	Rates
13	Hazardous trees – Trees will be evaluated by the County and be designated to be cut flush with the ground and hauled to the TDSRS for reduction. Trees will be measured 4.5’ above the ground. Price includes disposal.	
	6” - 12” Diameter	\$ _____ /tree
	13” - 24” Diameter	\$ _____ /tree
	25” - 48” Diameter	\$ _____ /tree
	48” Diameter and greater	\$ _____ /tree
14	Hazardous stumps - Stumps measured 2' above the ground. Unit cost includes removal, disposal, and backfilling hole.	
	24” - 36” Diameter	\$ _____ /each
	37” - 48” Diameter	\$ _____ /each
	48” Diameter and greater	\$ _____ /each
15	Hazardous limbs - Limbs that are hanging / damaged remaining in the tree(s) above the ROW of 2” or greater diameter, measured at the break. Unit price per tree, includes disposal.	
	2” - 4” Hanger	\$ _____ /tree
	5” - 12” Hanger	\$ _____ /tree
	12” Hanger and greater	\$ _____ /tree
16	Demolitions – The Contractor shall operate beyond the Public Right-of-Way only as identified and directed by the County. Demolition of structures shall be done only as necessary as to abate imminent and significant threats to the public health and safety of the community	To be Determined
17	Private Property Debris Removal (PPDR) – The Contractor shall operate beyond the Public ROW only as identified and directed by the County. Submit costs for removing debris from private property, including but not limited to hazardous trees, limbs, and stumps, as well as vegetative and C&D debris.	\$ _____ /each \$ _____ /tree \$ _____ /cubic yard
18	Validated load hauled tickets for Fill Dirt – As identified and directed by the County, the Contractor shall place compatible fill dirt in areas that pose an imminent and significant threat to public health and safety.	\$ _____ /cubic yard

CONTRACTOR: _____

EXHIBIT 3, FEE SCHEDULE
RFP No. 20-R074548BLS

Item	Description	Rates
19	Validated load hauled tickets for pickup of white goods at the designated work zone, hauled to and dumped at a TDSRS or County approved recycling facility. The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ _____ /each
20	Validated load hauled tickets for white goods picked up at a TDSRS and hauled to a County approved recycling/disposal facility.	\$ _____ /each
21	Validated load hauled tickets for White Goods that require refrigerant, mercury or oil recovery picked up at a designated work zone, hauled to and dumped at a TDSRS or County approved recycling facility. The Contractor SHALL REMOVE AND RECOVER freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$ _____ /each
22	Validated load hauled tickets for white goods that require refrigerant, mercury or oil recovery picked up at a TDSRS and hauled to a County approved recycling / disposal facility.	\$ _____ /each
23	Validated load hauled tickets for soil, mud and sand picked up at the designated work zone, hauled to and dumped at a TDSRS or County approved recycle / disposal site. Price includes pick up and disposal.	\$ _____ /cubic yard
24	Validated load hauled tickets from the TDSRS for final process soil, mud and sand at a County approved recycle / disposal facility.	\$ _____ /cubic yard
25	Removal of abandoned vehicles - Includes removal and hauling to County approved staging areas / disposal site.	\$ _____ /each
26	Removal of boats (hull length 20' or less) - Includes removal and hauling to County approved staging areas / disposal site.	\$ _____ /each
27	Removal of boats (hull length 20' or greater) - Includes removal and hauling to County approved staging areas / disposal site .	\$ _____ /each
28	Validated load hauled tickets for Putrescent Debris, picked up at the designated work zone, hauled to and dumped at a County approved landfill.	\$ _____ /pound
29	Validated load hauled tickets for bio waste debris picked up at the designated work zone, hauled to and dumped at a County approved disposal facility	\$ _____ /pound
30	Validated load hauled tickets for e waste debris picked up at the designated work zone, hauled to and dumped at a TDSRS or County approved recycle / disposal facility.	\$ _____ /pound
31	Validated load hauled tickets for e waste debris picked up at a TDSRS and hauled to a County approved recycling / disposal facility.	\$ _____ /pound

CONTRACTOR: _____

EXHIBIT 3, FEE SCHEDULE
RFP No. 20-R074548BLS

Item	Description	Rates
32	Validated load hauled tickets for franchise replacement garbage service, in the event current franchise hauler is not able to meet obligations. Garbage to be picked up at the designated work zone, hauled to and dumped at a County approved landfill facility.	\$ _____ /household or commercial pickup
33	Validated load hauled tickets for franchise replacement recycle service, in the event current franchise hauler is not able to meet obligations. Recycling to be picked up at the designated work zone, hauled to and dumped at a County approved recycling facility.	\$ _____ /household or commercial pickup
34	Validated load hauled tickets for franchise replacement yard waste service, in the event current franchise hauler is not able to meet obligations. Yard Waste to be picked up at the designated work zone, hauled to and dumped at a County approved recycling facility.	\$ _____ /household or commercial pickup
35	Validated load hauled tickets for clearance and removal of infectious waste picked up at the designated work zone, hauled to and dumped at a County approved disposal facility.	\$ _____ /cubic yard .
36	Beach restoration – Cost for restoration to coastline and beaches. - The Contractor shall use equipment rental type pricing and follow all appropriate regulatory concerns.	To be Determined
37	Temporary housing and facilitates for operations – Provide emergency shelter for continuity of business.	To be Determined
38	Training and Assistance Sessions shall be for all key County personnel and assistance in all disaster debris recovery planning efforts as requested.	Price included
39	Preliminary Damage Assessment – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster – generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.	Price included
40	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the Contractor’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the Contractor.	Price included
41	Temporary Storage of Documents – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Price included
42	Debris Planning Efforts – The Contractor shall assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price included

CONTRACTOR: _____

EXHIBIT 3, FEE SCHEDULE
RFP No. 20-R074548BLS

Item	Description	Rates
43	Closure and Remediation of the TDSRS – The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.	Price included
44	Reporting and Documentation – The Contractor shall provide and submit to the County all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA / State requirements.	Price included
45	Navigation hazard / wet debris removal for canals, rivers, and waterways; the Contractor shall provide all labor and equipment necessary and follow all appropriate regulatory concerns.	\$ _____ /cubic yard

In addition to the items above, Proposer shall provide a list of equipment with hourly rates, including but not limited to, specialized debris removal equipment, generators, pumps, tarps, any other equipment or materials, and any labor not included above that might be needed in debris management services and emergency response management and recovery services.

CONTRACTOR: _____

END EXHIBIT 3

EXHIBIT 4, SAMPLE AGREEMENT



AGREEMENT No. [ENTER NUMBER]

[ENTER TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[ENTER CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [INSERT TYPE OF SERVICE]

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**INSERT COMPANY NAME**], a [<enter the state of incorporation> and identify if it is a Company, Corporation, Limited Liability Company, etc.], (“**CONTRACTOR**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of providing [INSERT TYPE OF SERVICE]; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR’S submission of a proposal in response to Request for Proposal No. [INSERT RFP NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Work Assignment
- Exhibit D** Affidavit of No Conflict
- Exhibit E** Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 2. SCOPE OF SERVICES

CONTRACTOR shall provide professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**. “Work Assignment” as used in this Agreement, refers to a supplemental agreement entered into by the Parties under the terms and conditions of this Agreement.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12, but not to exceed [Insert number of years].
- B. COUNTY reserves the right to extend the initial term of number of years for an additional number of years not to exceed a total of number of years.

ARTICLE 4. COMPENSATION

- A. Compensation payable to CONTRACTOR for Services rendered and expenditures incurred in providing the Services shall be established for each written Work Assignment issued in accordance with Article 9.
- B. Compensation to CONTRACTOR shall be based on actual hours performed times the fee rate of the individual performing the work.
- C. The fee rates specified in **Exhibit B** shall be the total compensation for Services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices in writing prior to payment.
- C. When CONTRACTOR seeks payment for the Services, it shall provide COUNTY with an invoice that includes a written description of authorized work performed and/or expense incurred, and the total unpaid compensation CONTRACTOR represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONTRACTOR in writing, upon execution

of this Agreement.

- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- E. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- F. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.
- G. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- H. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work Assignment that has been completed or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and any applicable Work Assignment.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit D**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY.

Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of the Services. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.

- G. CONTRACTOR shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and Services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the Services. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the Services that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- E. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the Services. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the Services.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Services.

ARTICLE 9. WORK ASSIGNMENTS

- A. CONTRACTOR shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit C**. Work Assignments shall be signed by CONTRACTOR and COUNTY.
- B. Each Work Assignment shall establish the following:
 - 1. A title for the project and a general description of the purpose for the work.
 - 2. The specific Service(s) to be provided under the Work Assignment and any additional information necessary to describe the nature of these Services.
 - 3. The Services that shall be furnished for a fixed fee and based upon time and charges provided.
 - 4. The maximum total compensation that will be paid to CONTRACTOR by COUNTY upon completion of the Work Assignment.
 - 5.
 - 5. An agreed upon date of completion for each Work Assignment. Where identified services

within a Work Assignment must be completed by a specific date prior to the completion of the entire Work Assignment, such date shall be stated in the Work Assignment.

6. Additional duties and obligations of the Parties with respect to a Work Assignment that are not provided for in this Agreement.
 7. The identification of the person(s) who will serve as CONTRACTOR'S Project Manager and COUNTY'S Project Manager for the Work Assignment.
- C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts of said date, shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONTRACTOR shall not copyright any material or product developed under this Agreement.
- D. All final plans, documents, reports, studies and other data prepared by CONTRACTOR shall bear the endorsement of a person in the full employ of CONTRACTOR.
- E. It shall be the responsibility of CONTRACTOR to ensure that the Services are completed timely. If the completion of the Services is expected to be delayed, CONTRACTOR shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
- F. Any Work Assignment shall not be effective until approved and executed by the County.
- G. When a Work Assignment is complete, CONTRACTOR shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONTRACTOR written notice of any unfinished or improperly performed Services to be finished or corrected. If such written notice of acceptance or exception is not given within this period of time, the Services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONTRACTOR shall never be construed as an acceptance of improper, defective or deficient Services.

ARTICLE 10. NEGOTIATION OF WORK ASSIGNMENT

COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONTRACTOR and in accordance with the rate schedule specified in **Exhibit B**. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONTRACTOR be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY'S Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation authorized for the particular Work Assignment.

ARTICLE 11. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 12. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
 - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver or perform the Services within the time specified in the Work Assignments; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY’S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the

- terminated Services;
- c. Transfer all work in process, completed Services, and other materials related to the terminated Services as directed by COUNTY; and
- d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 13. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 14. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee

County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 15. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 16. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 17. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 18. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 19. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, save and hold harmless COUNTY, its officers, and employees from all liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its personnel, design professionals and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement, including without

limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense.

ARTICLE 20. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 21. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit E**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any Service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 24. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 25. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

Enter Name, Title

CONTRACTOR shall not remove such key personnel from providing the Services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 26. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-Contractor(s), CONTRACTOR shall utilize the sub-Contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive

prior written approval of COUNTY for replacements or additions before the use of the sub-Contractor.

ARTICLE 27. PROFESSIONAL LIABILITY.

To the fullest extent allowed by law, the individuals performing the Services shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 28. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Department
 Attn: Title of Contact
 Name
 Address
 City, State, Zip
 Phone: (941)
 Email:

To CONTRACTOR: Contractor Name
 Attn: Representative Name
 Address
 City, State, Zip
 Phone: ()
 Email:

ARTICLE 29. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-Contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 30. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of the Services.

ARTICLE 31. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement.

ARTICLE 32. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 34. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 35. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 36. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 37. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design or supplied specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 38. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 39. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 40. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 41. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 42. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 43. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CONTRACTOR NAME

BY: _____

Printed Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political subdivision
of the State of Florida**

INSERT NAME OF CURRENT PROCUREMENT OFFICIAL
Procurement Official

Date: _____

SAMPLE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective as of the date set forth above.

COMPANY

BY: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, FLORIDA
By: Its Board of County Commissioners

BY: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the Services shall be as indicated in this Exhibit B.

2. ESCALATION/DE-ESCALATION

CONTRACTOR fees for <type of good/service> shall remain firm for a minimum of <years/months> after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the (Bureau of Labor Statistics, Employment Cost Index (ECI) <identify the index and include the INDEX number> change in most recent twelve (12)-month period. No more than price increase is allowed in a month period.

[Remainder of page intentionally left blank]

EXHIBIT C, WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Manatee County, Florida, Agreement for _____ Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Contractor name _____, hereinafter referred to as "CONTRACTOR," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONTRACTOR of a certain "Work Assignment" under the purview of said Agreement, and CONTRACTOR is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONTRACTOR shall perform Tasks as more specifically detailed in Attachments 1-3 as follows:

Attachment 1, Scope of Services
Attachment 2, Hourly Fee Schedule
Attachment 3, Schedule

Compensation to CONTRACTOR for rendering all of the above identified Services shall not exceed \$ _____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # _____ - \$ _____

Task/Description # _____ - \$ _____

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the Task completed.

CONTRACTOR agrees to perform or render Services in accordance with this Agreement No. _____ for _____ Services and this Work Assignment dated _____.

CONTRACTOR NAME

BY: _____

Printed Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political subdivision
of the State of Florida**

[INSERT PROCUREMENT OFFICIAL]
Procurement Official

Date: _____

SAMPLE

EXHIBIT D, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of
[INSERT CONTRACTOR NAME] _____ (hereinafter
"CONTRACTOR") with full authority to bind, who being first duly sworn, deposes and says that
CONTRACTOR:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____

DATED this _____ day of _____, 20_____.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20____, by [NAME] _____, as [TITLE] _____ of [CONTRACTOR] _____.

CONTRACTOR is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

EXHIBIT E, INSURANCE REQUIREMENTS

REQUIRED INSURANCES

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ 2,000,000 General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and

include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$500,000 Each Occurrence Property and Bodily Injury (25 feet or less)
- \$1,000,000 Each Occurrence Property and Bodily Injury (26 feet and over)
- \$1,000,000 General Aggregate (25 feet or less)
- \$2,000,000 General Aggregate (26 feet and over)
- \$ Fire Damage Liability
- \$5,000 Medical Expense (25 feet or less)
- \$10,000 Medical Expense (26 feet and over)
- \$300,000 Third Party Property Damage (25 feet or less)
- \$500,000 Third Party Property Damage (26 feet and over)
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.

- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Please return this completed and signed statement with your agreement.

**EXHIBIT 5, MANATEE COUNTY DEBRIS MANAGEMENT PLAN
RFP No. 20-R074548BLS**

2019 Debris Management Plan
is available upon request via email

Contact: Bonnie Sietman
at bonnie.sietman@mymanatee.org

END EXHIBIT 5